

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SENNHEISER ELECTRONIC
CORPORATION, d/b/a SENNHEISER
USA, a Delaware Corporation, and
SENNHEISER ELECTRONIC GMBH
& CO. KG, a German Limited Liability
Company

Plaintiffs,

v.

HEATHER ZAVALA, an individual,
ROBERT JACOBSEN, an individual,
and Does 1-10, Inclusive,

Defendants.

Case No.: CV12-09168 FMO (AGR_x)

**PERMANENT
INJUNCTION AGAINST
DEFENDANTS HEATHER
ZAVALA AND ROBERT
JACOBSEN**

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1 The Court, pursuant to the Stipulation for Permanent Injunction
2 (“Stipulation”), and separate Confidential Settlement Agreement between Plaintiffs
3 SENNHEISER ELECTRONIC CORPORATION d/b/a SENNHEISER USA and
4 SENNHEISER ELECTRONIC GMBH & CO.KG (“Plaintiffs”), on the one hand,
5 and Defendants HEATHER ZAVALA and ROBERT JACOBSEN (“Defendants”)
6 on the other, hereby ORDERS, ADJUDICATES and DECREES that a permanent
7 injunction shall be and hereby is entered against Defendant in the above-referenced
8 matter as follows:

9 1. **PERMANENT INJUNCTION.** Defendants and any person or entity
10 acting in concert with, or at the direction of them, including any and all agents,
11 servants, employees, partners, assignees, distributors, suppliers, resellers and any
12 others over which they may exercise control, are hereby restrained and enjoined,
13 pursuant to 15 U.S.C. § 1116, from engaging in, directly or indirectly, or
14 authorizing or assisting any third party to engage in, any of the following activities
15 in the United States and throughout the world:

16 a. copying, manufacturing, importing, exporting, marketing,
17 selling, offering for sale, distributing or dealing in any product or service that uses,
18 or otherwise making any use of, any of Plaintiffs’ trademarks which are registered
19 with the United States Patent and Trademark Office (hereinafter “Plaintiff’s
20 Trademarks”), including but not limited to, the trademarks with the United States
21 Patent and Trademark Office Registration Numbers: 0,813,211; 1,308,693; and
22 1,807,190, and/or any intellectual property that is confusingly or substantially
23 similar to, or that constitutes a colorable imitation of, any of Plaintiffs’ trademarks,
24 whether such use is as, on, in or in connection with any trademark, service mark,
25 trade name, logo, design, Internet use, website, domain name, metatags,
26 advertising, promotions, solicitations, commercial exploitation, television, web-
27 based or any other program, or any product or service, or otherwise;

1 b. performing or allowing others employed by or representing
2 them, or under their control, to perform any act or thing which is likely to injure
3 Plaintiffs, any of Plaintiffs' Trademarks and/or Plaintiffs' business reputation or
4 goodwill;

5 c. engaging in any acts of federal and/or state trademark
6 infringement, false designation of origin, unfair competition, or dilution which
7 would tend damage or injure Plaintiffs; and/or

8 d. using any Internet domain name or website that includes any of
9 Plaintiffs' Trademarks.

10 2. Defendants are ordered to deliver immediately for destruction all
11 allegedly unauthorized products, including counterfeit SENNHEISER®-branded
12 products, labels, signs, prints, packages, wrappers, receptacles and advertisements
13 relating thereto in their possession or under their control bearing any of Plaintiffs'
14 intellectual property or any simulation, reproduction, counterfeit, copy or colorable
15 imitations thereof, and all plates, molds, heat transfers, screens, matrices and other
16 means of making the same, to the extent that any of these items are in Defendants'
17 possession.

18 3. This Permanent Injunction shall be deemed to have been served upon
19 Defendants at the time of its execution by the Court, and the case shall be
20 dismissed as to Defendants upon entry of this Permanent Injunction.

21 4. The Court finds there is no just reason for delay in entering this
22 Permanent Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil*
23 *Procedure*, the Court directs immediate entry of this Permanent Injunction against
24 Defendants.

25 5. Defendants will be making an agreed-upon payment to Plaintiffs, as
26 more particularly described in a separate Confidential Settlement Agreement.

27 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
28 appeals shall be taken from this Permanent Injunction, and the parties waive all

1 rights to appeal. This Court expressly retains jurisdiction over this matter to
2 enforce any violation of the terms of this Permanent Injunction.

3 7. **NO FEES AND COSTS.** Each party shall bear its/her own
4 attorneys' fees and costs incurred in this matter.

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6 IT IS SO ORDERED, ADJUDICATED and DECREED this 20th day of
7 May, 2013.

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10 _____/s/_____
11 HON. FERNANDO M. OLGUIN
12 United States District Judge
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